

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA
HARRISBURG DIVISION

In re:

Bankruptcy No. 1:19-bk-04338-HWV

<p>Janeen R. Hawkins, Debtor.</p> <p>U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association, Movant.</p> <p>v.</p> <p>Janeen R. Hawkins, and Jack N. Zaharopoulos, Trustee Respondents.</p>	<p>Chapter 13</p>
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AFFIDAVIT OF DEFAULT

STATE OF Florida

COUNTY OF Duval

PERSONALLY APPEARED before the undersigned officer duly authorized to administer oaths, Genevieve A. Jacobs Bankruptcy Specialist, who after being duly sworn deposes and states as follows:

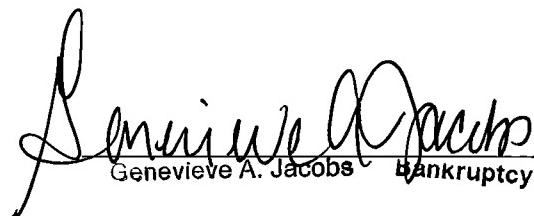
1. My name is Genevieve A. Jacobs, and I am an authorized signor for Selene Finance LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association, (hereinafter "Secured Creditor"). As part of my job responsibilities for Secured Creditor, I have personal knowledge of and am familiar with the types of records maintained by Secured Creditor in connection with the account that is the subject of this Affidavit (the "Account") and the procedures for creating those types of records. I have access to and have reviewed the books, records and files of Secured Creditor that pertain to the Account and extensions of credit given to Debtor(s) concerning the property securing such Account. I make this Affidavit for under in connection with and Order entered by the Honorable Chief Judge Henry W. Van Eck

2. On or about January 26, 2022, Secured Creditor sent a Notice of Default to Debtor and Debtor's Attorney as required by the aforementioned Order. A copy of said Notice of Default is annexed hereto and made a part hereof as Exhibit "A".

3. I hereby confirm that the Debtor/ Respondent, Janeen R. Hawkins, has failed to comply with the aforementioned Order in that Respondent has failed to remit all payments owed to Secured Creditor in the total amount of \$9,530.14 through April 1, 2022.

4. Upon the expiration of fourteen (14) days without the filing of a counter affidavit by the Debtor disputing the fact of the default, Secured Creditor seeks an order entered lifting the automatic stay.

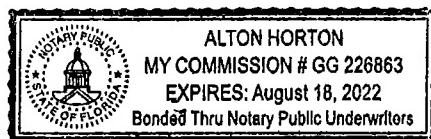
Further, Affiant sayeth not.



Genevieve A. Jacobs
Bankruptcy Specialist

SWORN TO AND SUBSCRIBED
BEORE ME THIS 19 DAY OF April
2022

Notary Public **Florida**
My Commission Expires: 8/18/2022



SUPPORTING DOCUMENTS

Loan Number	2004953272
Case#	19-04338
BK Filed Date	10/7/2019
Borrower	Janeen R Hawkins

Payment Change				
Effective Date	12/1/2020	3/1/2021	12/1/2021	
Amount	\$382.46	\$399.17	\$1,458.07	

AGREED ORDER TRACKING

Entered:	11/16/20
Regular Payments Resume:	12/01/2020 @ \$382.46
Arrears Repayment Terms:	Arrears included in Plan

Strict Compliance Terms:





Exhibit “A”

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE: Janeen R. Hawkins	<u>Debtor</u>	CHAPTER 13
FV-I, Inc, in trust for Morgan Stanley Mortgage Capital Holdings LLC	<u>Movant</u>	NO. 19-04338 HWV
vs.		
Janeen R. Hawkins	<u>Debtor</u>	11 U.S.C. Sections 362 and 1301
Eugene Scott Hawkins, Jr.	<u>Co-Debtor</u>	
Charles J. DeHart, III, Esquire	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$5,576.78**, which breaks down as follows;

Post-Petition Payments: November 2019 to October 2020 at \$388.61/month
November 2020 at \$382.46/month

Fees & Costs Relating to Motion: \$531.00

Total Post-Petition Arrears \$5,576.78

2. The Debtor shall cure said arrearages in the following manner:

- a). Within fifteen (15) days of the filing of this Stipulation, Debtor shall file the necessary motion to allow an Amended Chapter 13 Plan to include the post-petition arrears of **\$5,576.78**, which shall be filed upon court approval.

- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$5,576.78** along with the pre-petition arrears;

- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due December 1, 2020 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$382.46 (or as

adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month) to the following address:

NewRez LLC d/b/a Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

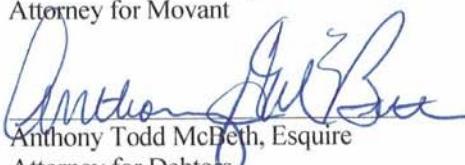
9. The parties agree that a facsimile signature shall be considered an original signature.

Date: November 3, 2020

/s/ Rebecca A. Solarz, Esquire

Rebecca A. Solarz, Esquire
Attorney for Movant

Date: 11-13-20


Anthony Todd McBeth, Esquire
Attorney for Debtors

Date: 11/16/20



for Charles J. DeHart, III, Esquire
Chapter 13 Trustee

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE: Janeen R. Hawkins

Debtor

FV-I, Inc, in trust for Morgan Stanley Mortgage
Capital Holdings LLC

Movant

vs.

Janeen R. Hawkins

Debtor

Eugene Scott Hawkins, Jr.

Co-Debtor

Charles J. DeHart, III, Esquire

Trustee

CHAPTER 13

NO. 19-04338 HWV

11 U.S.C. Sections 362 and 1301

ORDER

Upon consideration of the foregoing stipulation, it is hereby ORDERED that the Stipulation is approved by the Court. However, this court retains discretion regarding entry of any further order.

Exhibit “B”



Sara Z. Boriskin, Esquire
Managing Partner, New York Office

900 Merchants Concourse,
Suite 310
Westbury, NY 11590
Phone: 516-280-7675
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<https://www.raslegalgroup.com>

James Robertson, Esquire*
Everett Anschutz, Esquire**
David J. Schneid, Esquire**
John T. Crane, Esquire**

* Deceased

**Not Admitted to Practice in New York

January 26, 2022

VIA EMAIL atmlaw1@verizon.net AND REGULAR MAIL

Anthony Todd McBeth
4705 Duke Street
Harrisburg, PA 17109

VIA REGULAR MAIL

Janeen R Hawkins
1740 Stoney Creek Road
Dauphin, PA 17018

RE: Debtor(s): Janeen R Hawkins
Case No. 1:19-bk-04338-HWV
Notice of Default for Janeen R Hawkins

Dear Anthony Todd McBeth and Janeen R Hawkins,

As you may recall, this firm represents U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association, a secured creditor with respect to the property located at 1740 Stoney Creek Road Dauphin, PA 17018. Please consider this letter as a Notice of Default under the terms of the Stipulation with respect to the Motion for Relief. (DE 49) ("Stipulation").

Our office has been informed that Debtor(s), Janeen R Hawkins, ("Debtors") have failed to make the following payments pursuant to the Stipulation entered by the Court on November 17, 2020. Accordingly, the total amount currently due and owing totals the sum of \$3,697.86 with the debtor's regular monthly payment of \$1,458.07 becoming due on January 1, 2022.

Pursuant to the terms of the Stipulation, **this default needs to be cured within 15 DAYS (15) days of the date of this Notice.**

Monthly Payments Past Due 06/01/2021-11/01/2021 (6 @ \$399.17/month)	\$2,395.02
Monthly Payment Past Due- 12/01/2021 (1 @ \$1,458.07)	\$1,458.07
Suspense	(\$155.23)
Total Amount Due to Cure Default:	\$3,697.86

The address where payments should be sent is:

New Rez LLC d/b/a Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603

Please note, failure to cure this default within fifteen (15) days from the date of this notice will result in U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association filing an order terminating the automatic stay. **Please notify me once the payment has been sent, and provide me with proof of the payment.**

If you have any questions or wish to discuss this matter in more detail, please contact at me at cwohlrab@raslg.com. Thank you.

Sincerely,

/s/ Charles G. Wohlrab
Charles G. Wohlrab, Esq.

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA
HARRISBURG DIVISION**

In re: Janeen R. Hawkins, Debtor. U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association, Movant. v. Janeen R. Hawkins, and Jack N. Zaharopoulos, Trustee Respondents.	Bankruptcy No. 1:19-bk-04338-HWV Chapter 13
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ORDER VACATING AUTOMATIC STAY

AND NOW, this day of , 2022, upon consideration of **U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association's Certification of Default**, it is hereby

ORDERED, that the automatic stay provisions of Section 362 of the Bankruptcy Code are hereby unconditionally terminated with respect to **U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association**; and it is further

ORDERED, that **U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association**, its successors and/or assignees be entitled to proceed with appropriate state court remedies against the property located at **1740 Stoney Creek Road Dauphin, PA 17018**, including without limitation a sheriff's sale of the property, and it is further

ORDERED that **U.S. Bank Trust National Association**, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association's request to waive the 14-day stay period pursuant to Fed.R.Bankr.P. 4001(a)(3) is granted.

BY THE COURT

Hon. Henry W. Van Eck
U.S. Bankruptcy Court Chief Judge

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA
HARRISBURG DIVISION**

<p>In re: Janeen R. Hawkins, Debtor. U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association, Movant. v. Janeen R. Hawkins, and Jack N. Zaharopoulos, Trustee Respondents.</p>	<p>Bankruptcy No. 1:19-bk-04338-HWV Chapter 13</p>
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CERTIFICATE OF SERVICE

I, the undersigned, certify under penalty of perjury that I am, and at all times hereinafter mentioned, was more than 18 years of age, and that on May 27, 2022 I served copies of the Affidavit of Default upon the parties in interest in this proceeding, by first class U.S. Mail, postage prepaid or electronic mail, at the following addresses:

Anthony Todd McBeth
4705 Duke Street
Harrisburg, PA 17109

Janeen R Hawkins
1740 Stoney Creek Road
Dauphin, PA 17018

Jack N Zaharopoulos (Trustee)
Standing Chapter 13 Trustee
8125 Adams Drive, Suite A
Hummelstown, PA 17036

Asst. U.S. Trustee
United States Trustee
228 Walnut Street, Suite 1190
Harrisburg, PA 17101

By: /s/ Charles G. Wohlrab
Charles G. Wohlrab, Esq.
Robertson, Anschutz, Schneid & Crane, LLC
PA I.D 314532
10700 Abbott's Bridge Rd., Suite 170
Duluth, GA 30097
Telephone: 973-575-0707
Email: cwohlrab@raslg.com

